JD(SF)–90–02
Denver, CO

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO, CALIFORNIA

XCEL ENERGY, INC. a. k. a. PUBLIC SERVICE CO. OF COLORADO,
Respondent

and **Case 27-CA-17813**

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 111, AFL-CIO,
Charging Party Union

Barbara E. Blanton Greene, Esq.,
for the General Counsel
Kevin W. Hecht, Esq., and
Todd Q. Clarke, Esq.
for the Respondent
John W. McKendree, Esq.,
for the Charging Party Union

DECISION[1]

Albert A. Metz, Administrative Law Judge. This issue presented is whether the Respondent has unlawfully refused to provide the Union with requested information in violation of Section 8(a)(1) and (5) of the National Labor Relations Act (Act).[2] On the entire record, including my observation of the demeanor of the witnesses, and after consideration of the parties' briefs, I make the following findings of fact.

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1 This case was heard at Denver, Colorado on July 29-30, 2002.

2 29 U.S.C. § 158 (a)(1) and (5).

I. JURISDICTION AND LABOR ORGANIZATION

Xcel Energy, Inc., is a registered Public Utility Holding Company, organized pursuant to the Public Utility Holding Company Act of 1935. Public Service Company of Colorado (PSCo) is a wholly owned subsidiary of Xcel. The Respondent operates as a public utility in the interstate generation, transmission, distribution and sale of electricity and the distribution of natural gas and maintains an office at Denver, Colorado. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and that the Charging Party Union (Union) is a labor organization within the meaning of Section 2(5) of the Act.

II. THE PARTIES' COLLECTIVE-BARGAINING AGREEMENT

The Respondent and the Union have a long-standing collective bargaining relationship concerning employees in the operation, production, and maintenance unit (OP&M unit).[3] The parties' collective-bargaining agreement relevant to this case expires in May 31, 2003. Article 19 – General Work Rules, §9 – Contract Work, of that agreement is a focal point of the present dispute. Article 19 was designed to eliminate some of the burden the parties had experienced by constantly bargaining about the Respondent's decisions to contract certain unit work. The Article also gave the Union some protection for its "core work force" employees in terms of job security and insuring contractor employees were paid comparable wages to unit employees. The Article reads as follows:

> (a) There will be no layoff, displacement or demotion within the Core Work Force as long as there is a contractor in the same department performing the same bargaining unit work as the classifications affected. In any event, the Company will maintain the levels with the Core Work Force Organizations. . . . The parties agree to waive all bargaining concerning the decision and effects of subcontracting in the Core Work Force Organizations.... Any statutory bargaining rights not expressly waived in this section are unchanged by this agreement.

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[3] The full unit description is: All Operating, Production, Maintenance employees of the Gas and Electric Operating Departments, including Appliance Servicemen of the Commercial Departments, Scorekeepers and Warehousemen of the Accounting Department, and Custodians; all Electric Distribution Operations Dispatchers, Dispatch Coordinator, Gas Operations Center Dispatcher, Lead Dispatcher in Gas Operations Center, Division Dispatchers in the Boulder and Western Regions and Senior Clerk-Dispatcher in the Mountain Region and all Substation and Line Equipment Test employees, all Hayden Station job classifications identified in the bargaining unit as of September 3, 1992, AS/RS employees, Gas Engineering Technician and Gas Operations Support Representative classifications formerly of the Pueblo Clerical and Technical Agreement and all job classifications formerly included in Western Gas Supply Agreement; but excluding office clerical employees, managerial employees, professional employees, confidential employees, guards, part-time employees doing miscellaneous work, all other employees of the Commercial and Accounting departments, all engineering and other technical employees and all supervisors as defined in the Act and all other employees.

(b) In contracting out electric construction work (Transmission, Substation and Distribution), the Company shall require in its contracts that the contractor compensate its Lineman and Working Foreman employees having these comparable job classifications to those covered in the Agreement at a level at least equal to the wage scale in Exhibit "B" herein for such job classifications or in accordance with any collective bargaining agreement between the contractor and its employees. The Company shall provide proof to the Union of the contractor's compliance with this provision when the Union requests such proof in writing and has reason to doubt the contractors' compliance.

(c) The Company agrees that all contracts to which this section applies shall require the contractor to provide documentation of wage rates the contractor paid to its employees who performed work under the contract to the Company showing the contractor's compliance with the provisions of the Labor Agreement mandated by this section upon written request from the Union. If a contractor fails to comply with the Labor Agreement provisions mandated by this section, the Company agrees to take action. (G. C. Exh. 2(a)).

III. THE UNION'S INFORMATION REQUESTS

Patrick Weak is the Union's Senior Assistant Business Manager. On June 1, 2001, he sent a letter to Ed Lutz, Respondent's Director of Workforce Relations, requesting information about contractors performing electrical construction work (transmission, substation and distribution) for the preceding eighteen months. Weak noted that the information was being sought to police the provisions of the collective-bargaining agreement and to prepare for negotiations. Weak requested the following information:

1. A copy of the subcontract agreement(s), redacted to protect any competitive information but containing those portions that PSCo contends contains the language designed to ensure compliance by such Subcontractors(s) with the obligations contained in Article 19 §9, and the setting for the scope of the work covered under such Agreement(s).

2. For each subcontract described in Paragraph 1, a copy of the bid announcements or other advertisements for solicitation to, or for, bids for the work that was let to such Subcontractor.

3. Documentation demonstrating Public Service's supervision of each such Subcontract designed to ensure compliance with Article 19, §9.

4. Copies of reports received by Public Service during the term of any such Subcontract for monitoring the Subcontract for the purpose of administering Article 19 §9.

5. Payroll records routinely received by Public Service Company from each such Subcontractor or other similar documents utilized by Public Service to ensure compliance with Article 19 §9.

6. The documentation described in Paragraph 5, hereof, should include any benefit payments allegedly paid by the Subcontractors for inclusion in the calculation for compliance with the Agreements together with a copy of the summary plan description(s). Annual Reports and other information concerning such plans for the employees performing work described in our Agreement.

7. Copies of all payroll registers or other reports to you for each such Subcontractor for the employees performing work described in our Labor Agreement.

8. An itemization of each Contractor and project currently performing the work at issue together with the address or location of each such project and the names of each such Contractor.

As you know, our Agreement is specific in providing that you shall require, in your Contracts, that the Contractor pay at a level at least equal to the wage scale in the Collective Bargaining Agreement. Additionally, Section 9(c) specifically mandates that the Company "agrees that all Contracts" shall "require the Contractor to provide" documentation. In view of the issues and problems that have existed in the preceding 18 months, substantial doubt exists regarding Public Service's compliance with the obligations contained in the Agreement sufficient to support this data demand which, after all, seeks nothing more than evidence that in fact the Company is keeping its promises to the Union. Of course, this information is reasonably required to begin to address proposals for future negotiations on this Article of the Agreement. (G. C. Exh. 3)

Lutz replied to the Union's request in a letter dated June 22. He stated that the information request from the Union would require "a considerable amount data gathering from our contracts department as well as from the contractor's themselves." Respondent's Workforce Relations Representative, Bernice Eden, was assigned to the information request. Lutz conceded in his testimony that he never instructed anyone to check with the Respondent's Contracts Department to learn what relevant information it might have from contractors' reports filed with the Respondent.

The Union had not received any of the information by August 30 and so Weak sent another letter that day to Lutz. Weak restated his previous request for the information:

It has been some time since my June 1, 2001, letter to you regarding the Company's compliance with Article 19, Section 9, of the OP&M Agreement.

To date the Company has responded twice to me indicating that they are working on this information request. As you are aware, the Company is required by contract to

require in its contracting out of electric construction work (transmission, substation and distribution) that the Contractor must compensate its Lineman and Working Foreman with comparable wage rates as listed in Exhibit B. Therefore please make available to me, or my designee, the opportunity to peruse the information you have assembled to date at your facilities. (G. C. Exh. 5)

On August 31 the Respondent sent the Union a Confidentiality Agreement for signature. Weak immediately signed that agreement and returned to Respondent.

Eden sent a letter to the Union on September 7 stating that she had "gathered the information relevant to your request and it will be available for your review." On October 11 the Respondent sent some information to the Union information. The Respondent's transmittal letter stated that the parties' contract did not require it to provide locations where contractor's work is performed and that the Respondent did not receive copies of employee payroll records from each contractor, only an invoice of the charges associated with each job. The Respondent gave the Union information regarding the following contractors: I.C.G Electric, Sturgeon Electric, Quanta Utility, Northern Pipeline, Kelly Cable, Danella Companies, Utilx Corporation, and Western Pipeline. Weak testified that he studied the information and found that it was incomplete because it did not state the project that the contractor was awarded, the scope of work, the people who performed the work, their rates of pay, and if contractors complied with wages that were required under Article 19 §9 of the agreement.

One of the documents sent on October 11 was entitled "Request for Proposal." (G. C. Exh. 8(k)) Part of this document outlined requirements that contractors must follow if they became a successful bidder for a contract with the Respondent. On page 7 of the exhibit some of the requirements stated include submitting invoices through the Respondent's electronic invoicing system. Contractors are told that under that system they will "[I]dentify (1) labor and equipment on a project, (2) what activities those resources performed (trenching, compaction, etc.), and (3) production units for the project." The contractors are informed they will have access to the Respondent's Construction Management System (CAMS) to input this information. It is noted that other information will be required outside of the electronic invoicing system and the contractor must "collect this data and regularly report it" to the Respondent. Further reporting requirements noted are job/start and completion, labor and equipment, and "activities." The Respondent never gave any of the CAMS information to the Union.

Weak wrote to Eden on November 30 and again protested that the Respondent had not provided the Union with the requested relevant information. Weak disputed the Respondent's contention that it was not required to provide the location of the work. The November 30 letter further requested that the Respondent provide "the locations and the contract construction requirements for those contractors specified in your letter of October 11, 2001, together with the payroll records of each such contractor that shows they were in compliance with the obligations at issue as mandated by the Labor Agreement." (G. C. Exh. 9)

In mid-December Eden and Weak discussed the difficulty the parties were having resolving the production of the information the Union wanted. Eden took the position that the

Respondent had provided all the information needed by the Union. Weak said that the Union wanted job prints, locations of awarded jobs, contractors who performed the work, people who performed the work, and types of work performed, in compliance with Article 19 §9. Weak told Eden that the information provided did not tell the Union which contractor performed a specific job, the scope of that work, a job print to follow it out, who the people were that performed the work, and their rates of pay. Eden suggested that the Union meet with the contractors and get an explanation from them regarding how their employees were paid. Weak rejected this proposal and insisted that it was the Respondent's responsibility to enforce the terms of the parties' collective-bargaining agreement with contractors not the obligation of the Union.

On January 18, 2002, the Respondent sent a letter to the Union that part of the information requested, "location of the project, name of individuals who worked the project, the scope of the project, all associated records in relations to these projects," may be outside the scope of the agreement and, "without specific dates or contractors becomes overwhelming and is unreasonable." (G. C. Exh. 10) On January 23, 2002, the Union filed the unfair labor practice charge in this case.

On March 4, 2002, the Respondent sent additional materials to the Union relating to Counties Corporation and a letter from Danella Construction. The Respondent explained that this information had been overlooked when the earlier submission had been sent to the Union. The additional information consisted of a portion of the Counties contract and verification from Danella of compliance with the terms of the contract.

On March 27, 2002, the Regional office issued the complaint in this case. The Government's Complaint (paragraph 6) alleges that the Respondent engaged in the following unlawful conduct:

> (a) Since on or about August 30, 2001, the Union has requested that Respondent furnish the Union with information about subcontracting under Article 19 Section 9 of the parties' collective bargaining agreement for the eighteen-month period prior to June 1, 2001.
>
> (b) Since on or about August 30, 2001 the Respondent has failed to provide the Union with those parts of the requested subcontracts as would show compliance with Article 19, Section 9 of the agreement.
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> (c) Since on or about August 30, 2001 Respondent has failed to provide the Union with requested reports of Respondent's subcontractors concerning compliance with Article 19, Section 9 of the agreement.
>
> (d) Since on or about November 30, 2001 the Respondent has failed to provide the Union with the payroll records of its subcontractors for the requested period, including but not limited to records showing the payment of wages by subcontractors doing work governed by Article 19, Section 9 of the parties' collective bargaining agreement.

(e) Since on or about November 30, 2001, the Respondent has failed to provide the Union with a description of each project, the name of each subcontractor doing work and, the address or location of each project.

In July 2002, shortly before the hearing, the Respondent produced some additional materials it asserts are responsive to the Union's information requests. The Government argues that this information was non-responsive to those information requests: "The information provided on contractors performing bargaining unit work did not state the locations of the projects, the classifications of employees performing the work, the type of work performed on these projects, or the scope of the projects." On another point, Lutz testified that the Respondent had not given the Union any information concerning contractors performing work on transmission and substation projects. He explained this was because it was his "understanding" that the contractors performing that work had agreements with the Union.

IV. ANALYSIS

It is well settled that an employer has an obligation, under Section 8(a)(5) of the Act, to comply with a union's request for information which is relevant to the processing of grievances, administration of a collective-bargaining agreement and for negotiating purposes unless there is a showing that the information requested is unduly burdensome, legitimately confidential, privileged in nature, or has been waived. ***Detroit Edison Co. v. NLRB***, 440 U.S. 301 (1979); ***NLRB v. Acme Industrial Co.,*** 385 U.S. 432 (1967); ***NLRB v. Truitt Mfg. Co.***, 351 U.S. 149 (1956).

In determining whether an employer is obligated to supply particular information, the question is only whether there is a "probability that the desired information [is] relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities." ***NLRB v. Acme Industrial Co.,*** supra at 437. The Supreme Court has stated that in determining the union's right to information "a broad discovery type standard," shall apply that permits the union access to a broad scope of information potentially useful for the purpose of effectuating the bargaining process. ***NLRB v. Acme Industrial***, supra at 437 and fn. 6.

The Union's right to relevant information is not limited to the period when the parties are engaged in negotiations for a collective-bargaining agreement. The Union is also entitled to relevant information during the contract's term, in order to evaluate or process grievances and to take whatever other bona fide actions are necessary to administer the collective-bargaining agreement. ***Electrical Workers v. NLRB***, 648 F.2d 18, 25 (D.C. Cir. 1980); ***J. I. Case Co. v. NLRB***, 253 F.2d 149, 153 (7th Cir. 1958); ***ATC/Vancom of Nevada***, 326 NLRB 1432, 1434-1435 (1998)(Relevance and necessity shown where Union needed subcontracting information for policing existing agreement and to negotiate over a new agreement.) The failure of an employer to give the union necessary information to enable it to intelligently evaluate its contract rights may constitute an unfair labor practice. ***NLRB v. Safeway Stores***, 622 F.2d 425, 429 (9th Cir. 1980), cert. denied 450 U.S. 913 (1981). When the union's request deals with information

pertaining to employees in the unit that goes to the core of the employer-employee relationship, the information is "presumptively relevant." ***Shell Development Co. v. NLRB***, 441 F.2d 880 (9th Cir. 1971). The Board has held that documentary information that a union has requested to enable it to assess whether the Respondent has violated the collective-bargaining agreement by its method of contracting out bargaining unit work and, accordingly, to assist the Union in deciding whether to resort to the contractual grievance procedure, is relevant to the Union's representative status and responsibilities. ***AK Steel Corp.,*** 324 NLRB 173, 184 (1997), citing ***Island Creek Coal Co.,*** 292 NLRB 480, 491 (1989), enfd. 899 F.2d 1222 (6th Cir. 1990).

The Respondent argues that prior to the current collective-bargaining agreement the Union would only ask for the extensive information it seeks in this case because it was relevant to "decision and effects bargaining" concerning contracting decisions. The parties found such detailed bargaining to be burdensome and negotiated their present agreement to avoid that situation. Part of the bargain insured that there would be a core work force that gave the Union some protection in contracting work. In exchange for that bargain the Union waived its right to bargain about the decision and effects of Respondent's contracting determinations. The Respondent emphasizes: "The *only* information [Respondent] is required to provide under the current agreement is wage rate information regarding contractors' lineman and working foreman, and that information only need be provided when the Union 'has reason to doubt the contractors' compliance' in paying those classifications the appropriate wage rate." (R. Brief p. 13-14)

The record shows that the Union requested the disputed contractor information for two purposes: 1.) Policing the contract to insure that Respondent's contractors were complying with the comparable wage provisions of the parties' collective-bargaining agreement ("...the Union has been investigating its concerns regarding...employers compliance with the obligations under Article 19 §9"), and 2.) Possible use in negotiating future agreements between the parties. ("Finally, the Union has a continuing obligation to prepare for collective bargaining negotiations and to formulate its proposals for changes in the Agreement.") (G. C. Exh. 3)

The Respondent has a constricted reading of its obligation to produce the information. I find that its interpretation is too confined. The Union's request was designed to determine if the Respondent was insuring that its contractors were complying with the terms of the agreement. Additionally, the information was pertinent to the Union's exploration of its need to negotiate future changes on the contracting issue. I find that each of these purposes for seeking the information was relevant and necessary to the Union's legitimate collective bargaining functions.

The Respondent also argues that the Union waived all rights to the information unless it showed a need based upon a contractor's noncompliance with Article 19. That Article, Section 9(a), states that the parties agree to waive all bargaining concerning the decision and effects of subcontracting in the Core Work Force, but, "Any statutory bargaining rights not expressly waived in this section are unchanged by this agreement." The record is devoid of any request by the Union that the Respondent bargain about the decision and effects of contracting under the current agreement. The language of Article 19 allows the Union to contest contractor wage payments and does not preclude it from seeking information for use in future negotiations. I find that the Union did not clearly and unmistakably waive its rights to obtain the information for the

two cited purposes. ***Metropolitan Edison Co. v. NLRB*****,** 460 U.S. 693 (1983); ***Bozzuto's Inc.,*** 275 NLRB 353 (1985)(Contract clause stating union entitled to certain specific information is not a waiver of the union's right to receive other general relevant information.) I conclude that nothing in the parties' agreement or the record demonstrates that the Union waived its right to the information it seeks, including information for use in future bargaining. ***United Technologies Corp.*****,** 274 NLRB 504, 507 (1985).

The record demonstrates that the Respondent has not produced all of the available information requested. It took the Respondent over one year to give the Union the limited documentation it did relinquish. The details of the jobs and the work performed (identity of the contractor, scope of the work, location, classifications of workers used, wages / benefits paid by contractors, time the work took, etc.) is necessary information required by the Union in order for it to judge the Respondent's compliance with the terms of Article 19 §9 of the agreement and to assess the need for future negotiations on the subject. The Union's information requests asked for the information pertaining to work on electrical distribution, substations and transmission. The limited information supplied by the Respondent covered only electrical distribution work. Another example of information withheld concerns "CAMS" reports that contain detailed contractor information. The Respondent admits the CAMS information exists but argues it does not have to give it to the Union: "While [Respondent] does routinely receive CAMS reports from contractors, and those reports *may* contain some of the additional information the Union wants, those reports are *not* 'utilized by Public Service to ensure compliance with Article 19 §9.'" (Resp. Brief, p. 24)

I reject the Respondent's attempts to narrowly define the information it produces and to ignore the dual purpose for which the Union seeks that information. The Government has shown that the information requested was relevant for legitimate contract enforcement and bargaining purposes. I find that by failing to fully and timely respond to the Union's information requests for information the Respondent has violated Section 8(a)(1) and (5) of the Act as alleged.

V. RESPONDENT'S MOTION TO REOPEN

The Respondent filed a post-hearing motion seeking to reopen the record in order to incorporate portions of a 1998 transcript as an exhibit. The stated purpose for the offer is to clarify, "to the extent bargaining history will be at issue in this case," the role of union representative John Davis' in negotiations. The Government and Union filed oppositions to the motion.

The Board's Rules set the following standard for reopening the record:

> Sec. 102.48 (d)(1) A party to a proceeding before the Board may, because of extraordinary circumstances, move for reconsideration, rehearing, or reopening of the record after the Board decision or order.
>
> ***
>
> A motion to reopen the record shall state briefly the additional evidence sought to be adduced, why it was not presented previously, and that, if adduced and credited, it would

require a different result. Only newly discovered evidence, evidence which has become available only since the close of the hearing, or evidence which the Board believes should have been taken at the hearing will be taken at any further hearing.

I have duly considered the parties' arguments. I find that the Respondent has not shown why the evidence was not presented previously or that it is newly discovered. I further find that, even if received, the proffered exhibit would not change the result of this decision. The Respondent's motion to reopen the record is denied. ***Mar-Kay Cartage***, 277 NLRB 1335, fn. 1 (1985).

CONCLUSIONS OF LAW

1. Xcel Energy, Inc., a. k. a. Public Service Co. of Colorado, is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The International Brotherhood of Electrical Workers Local Union 111, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(a)(1) and (5) of the Act.

4. The foregoing unfair labor practices constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended:[4]

ORDER

The Respondent, Xcel Energy, Inc., a. k. a. Public Service Co. of Colorado, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Refusing to furnish the Union with all of the relevant and necessary information it has requested concerning the OP&M unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommend Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Immediately furnish the Union with all of the information it has requested concerning the OP&M unit.

(b) Within 14 days after service by the Region, post at its facility in Denver, Colorado, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 27, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 30, 2001. ***Excel Container, Inc.,*** 325 NLRB 17 (1997).

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated:

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Albert A. Metz
Administrative Law Judge

[5] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board had found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to furnish the International Brotherhood of Electrical Workers Local Union 111, AFL-CIO, with all of the relevant and necessary information it has requested concerning the OP&M unit.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL immediately furnish to the Union all of the information it has requested concerning the OP&M unit.

Xcel Energy, Inc., a. k. a. Public Service Co. of Colorado

(Employer)

Dated _____ **By** _____

(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: **www.nlrb.gov**.

600 17th Street, 7th Floor, North Tower, Denver, CO 80202-5433
(303) 844-3551, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (303) 844-3554.